

Rusony Shiau and Katrina Shiau,
SETTLING PARTIES

PROCEEDING UNDER SECTION
122(h)(1) OF CERCLA
42 U.S.C. § 9622(h)(1)

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I. JURISDICTION

1. This Settlement Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D, and redelegated to the Director of the Emergency and Remedial Response Division, EPA, Region 2, by Regional Order R-1200, dated November 23, 2004.

2. This Settlement Agreement is made and entered into by EPA and Rusony ("Stephen") Shiau by and through his legal guardians, Allen Chou and Peter Chou, and Katrina ("Kathy") Shiau by and through her legal guardian, Peter Chou, ("Settling Parties"). On January 14, 2008, the Middlesex County, New Jersey Surrogate's Court determined that Stephen Shiau was an incapacitated person and appointed Allen Chou and Peter Chou as Stephen Shiau's legal guardians. On April 25, 2008, the Middlesex County, New Jersey Surrogate's Court determined that Kathy Shiau was an incapacitated person and appointed Peter Chou as Kathy Shiau's legal guardian. Each Settling Party consents to and will not contest EPA's authority to enter into this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Settlement Agreement concerns the 1244 White Drive Site ("Site") located at 1244 White Drive in North Brunswick, Middlesex County, New Jersey. The Site is a private residence that is owned by Stephen and Kathy Shiau. The Site consists of a house with an attached garage on approximately 0.75 acres. Stephen and Kathy Shiau lived at the Site until hazardous conditions were discovered at the Site by local authorities on August 2, 2008. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. When EPA personnel arrived at the Site after being contacted by officials from the State of New Jersey, they discovered more than 2,000 laboratory-sized containers of hazardous substances. The containers ranged in size from four ounces to one gallon. Although the majority of the hazardous substances were located in the basement and garage, chemical containers and laboratory apparatus were found in every room at the Site. The hazardous substances found included shock-sensitive materials, poisons, flammables, combustibles, corrosives, oxidizers and explosives. Non-compatible chemicals were stored in close proximity to one another. Many of the containers were in poor condition and their contents had been released onto the storage shelves, furniture and floors where they were stored. The condition of the chemicals and the manner in which they were stored presented a substantial threat of release to the surrounding area. EPA secured the Site from unauthorized access and stabilized the containers of hazardous substances by segregating the incompatible materials and over packing the hazardous materials in larger containers. EPA removed a total of 5,682 pounds of hazardous substances from the Site and properly disposed of them at approved facilities.

5. In performing the response action, EPA incurred response costs at or in connection with the Site.

6. EPA alleges that Settling Parties are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred or to be incurred at or in connection with the Site.

7. EPA has determined that the total past and projected response costs of the United States at or in connection with the Site will not exceed \$500,000, excluding interest.

8. EPA and Settling Parties recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law.

III. PARTIES BOUND

9. This Settlement Agreement shall be binding upon EPA and upon Settling Parties and their legal guardians, estates, heirs, successors, and assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS

10. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in any appendix attached hereto, the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

"Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

"Effective Date" shall mean the effective date of this Settlement Agreement as provided by Section XV.

"EPA" shall mean the United States Environmental Protection Agency and its

successor departments, agencies, or instrumentalities.

"EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

"Fair Market Value" shall mean the price at which a property would change hands between a willing buyer and a willing seller under actual market conditions, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts.

"Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.¹

"Net Proceeds" shall mean the total value of all consideration received for the sale of a property less closing costs limited to those reasonably incurred and actually paid by the Settling Parties.

"Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral or an upper or lower case letter.

"Parties" shall mean EPA and Settling Parties.

"Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or the U.S. Department of Justice on behalf of EPA has paid at or in connection with the Site through Effective Date.

"Property" shall mean any one of the seven properties listed in Appendix A that are owned jointly and/or individually by the Settling Parties and are to be sold in order to satisfy the Settling Parties' obligations under Paragraph 11b. of this Settlement Agreement.

"RCRA" shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

"Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

"Settlement Agreement" shall mean this Settlement Agreement and any attached appendices. In the event of conflict between this Settlement Agreement and any appendix, the Settlement

¹ The Superfund currently is invested in 52-week MK notes. The interest rate for these MK notes changes on October 1 of each year. Current and historical rates are available online at http://www.epa.gov/ocfopage/finstatement/superfund/int_rate.htm.

Agreement shall control.

"Settling Parties" shall mean Rusony ("Stephen") Shiau and Katrina ("Kathy") Shiau.

"Site" shall mean the 1244 White Drive Superfund site, encompassing approximately 0.75 acres, located at 1244 White Drive in North Brunswick, Middlesex County, New Jersey and generally designated by the following property description: Block 30, Lot 24 on the Tax Map of North Brunswick, Middlesex County, New Jersey.

"United States" shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

V. PAYMENT OF RESPONSE COSTS

11. Payment by Settling Parties for Past Response Costs. Settling Parties shall pay to EPA a total of \$429,783.54 as follows:

a. Within 30 days of the Effective Date, Settling Parties shall pay to EPA \$42,978.35, leaving a balance of \$386,805.19 to be paid pursuant to Paragraphs 11b. and 11c. below.

b. Within three years of the Effective Date, Settling Parties shall sell, at Fair Market Value and at arm's length, to persons and entities that are not in any way related to Settling Parties or their guardians the seven properties listed in Appendix A and pay to EPA sixty percent (60%) of the net proceeds from the sale of each of the seven properties listed in Appendix A until the balance of \$386,805.19 is paid in full as follows: Within 30 days of closing on the sale of any of the properties listed in Appendix A, Settling Parties shall provide to EPA a copy of the closing statement for the sale of the property and pay to EPA sixty percent (60%) of the net proceeds from the sale of the property until the remaining balance is paid in full. Settling Parties shall not encumber any of the seven properties listed in Appendix A in any way after the Effective Date and represent that the seven properties listed in Appendix A are not encumbered in any way as of the Effective Date. Settling Parties shall keep the property taxes and any assessments on the seven properties listed in Appendix A up to date. The sales of the seven properties listed in Appendix A including the terms of the transactions shall be subject to EPA's prior written approval.

c. In the event that any balance remains due and owing to EPA after the sale of the seven properties listed in Appendix A and one of the Settling Parties predeceases the other Settling Party, the surviving Settling Party shall pay the remaining balance to EPA within 60 days of the death of the other Settling Party. In the event that both Settling Parties die simultaneously, the Estates of the Settling Parties shall pay any remaining balance due to EPA within 60 days of their deaths.

12. Payment by Settling Parties shall be made to EPA by Fedwire Electronic Funds Transfer ("EFT") to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York NY 10045
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

and shall reference Site/Spill ID Number A204 and the EPA docket number for this action.

13. At the time of payment, Settling Parties shall send notice that payment has been made to EPA in accordance with Section XII, and to the EPA Cincinnati Finance Office by email at acctsreceivable.cinwd@epa.gov, or by mail to

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

Attention: Richard Rice

Such notice shall reference the Site/Spill ID Number A204 and EPA docket number for this action.

14. The total amount to be paid by Settling Parties pursuant to Paragraph 11 shall be deposited by EPA in the EPA Hazardous Substance Superfund.

VI. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

15. Interest on Late Payments. If any Settling Party fails to make any payment required by Paragraph 11 by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

16. Stipulated Penalty.

a. If any amounts due to EPA under Paragraph 11 (Payment by Settling Parties for Past Response Costs) are not paid by the required date, Settling Parties shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 15, \$1000.00 per violation per day that such payment is late.

b. If Settling Parties do not comply with Paragraphs 11b and 11c, Settling Parties shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, \$1000.00 per violation per day of such noncompliance.

c. Stipulated penalties are due and payable within 30 days after the date of

demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties," shall reference the Site/Spill ID Number A204 and the EPA docket number for this action, and shall be made by Fedwire Electronic Funds Transfer ("EFT") to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York NY 10045
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

d. At the time of payment, Settling Parties shall send notice that payment has been made to:

Bonnie Hriczko
On-Scene Coordinator/Enforcement Specialist
Removal Action Branch
Emergency and Remedial Response Division
United States Environmental Protection Agency
Region 2
2890 Woodbridge Avenue
Edison, New Jersey 08837

and to the EPA Cincinnati Finance Office by email at acctsreceivable.cinwd@epa.gov, or by mail to

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

Attention: Richard Rice

Such notice shall reference Site/Spill ID Number A204 and the EPA docket number for this action.

e. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Parties of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment or performance is due or the day a violation occurs and shall continue to accrue through the date of payment or the final day of correction of the noncompliance or completion of the activity. Nothing in this Settlement Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

17. In addition to the Interest and Stipulated Penalty payments required by this Section and

any other remedies or sanctions available to EPA by virtue of Settling Parties' failure to comply with the requirements of this Settlement Agreement, any Settling Party who fails or refuses to comply with the requirements of this Settlement Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Settlement Agreement, Settling Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

18. The obligations of Settling Parties to pay amounts owed to EPA under this Settlement Agreement are joint and several. In the event of the failure of any one or more Settling Parties to make the payments required under this Settlement Agreement, the remaining Settling Parties shall be responsible for such payments.

19. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement. Payment of stipulated penalties shall not excuse Settling Parties from payment as required by Section V or from performance of any other requirements of this Settlement Agreement.

VII. COVENANTS BY EPA

20. Covenants for Settling Parties by EPA. Except as specifically provided in Section VIII (Reservations of Rights by EPA), EPA covenants not to sue or take administrative action against Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. These covenants shall take effect upon receipt by EPA of the payments required by Paragraph 11 (Payment by Settling Parties for Past Response Costs) and any Interest or stipulated penalties due thereon under Paragraph 15 (Interest on Late Payments) or 16 (Stipulated Penalty). These covenants are conditioned upon the satisfactory performance by Settling Parties of their obligations under this Settlement Agreement. These covenants extend only to Settling Parties and do not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY EPA

21. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Parties with respect to all matters not expressly included within the Covenants for Settling Parties by EPA in Paragraph 20. Notwithstanding any other provision of this Settlement Agreement, EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Parties with respect to:

- a. liability for failure of Settling Parties to meet a requirement of this Settlement Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;

c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;

d. criminal liability; and

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

22. Nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, that the United States may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

IX. COVENANTS BY SETTLING PARTIES

23. Covenants by Settling Parties. Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs and this Settlement Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of the response actions at the Site for which the Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of New Jersey, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

c. any claim pursuant to Section 107 or 113 of CERCLA, 42 U.S.C. § 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law for Past Response Costs.

24. Nothing in this Settlement Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

25. Claims Against De Micromis Parties. Settling Parties agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have for all matters relating to the Site against any person where the person's liability to Settling Parties with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

26. The waiver in Paragraph 25 shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against such Settling Party. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

a. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of RCRA, 42 U.S.C. § 6972, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

X. EFFECT OF SETTLEMENT/CONTRIBUTION

27. Except as provided in Paragraphs 25 (Claims Against De Micromis Parties), nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Paragraphs 25 (Claims Against De Micromis Parties), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613 (f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

28. The Parties agree that the actions undertaken by Settling Parties in accordance with this Settlement Agreement do not constitute an admission of any liability by any Settling Party. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in Section II of this Settlement Agreement.

29. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and that each Settling Party is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), or as may be otherwise provided by law, for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are Past Response Costs. The Parties further agree that this Settlement Agreement constitutes an

administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which Settling Parties have, as of the Effective Date, resolved their liability to the United States for Past Response Costs.

30. Each Settling Party shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Party also shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify EPA in writing within ten days after service of the complaint or claim upon it. In addition, each Settling Party shall notify EPA within ten days after service or receipt of any Motion for Summary Judgment and within ten days after receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

31. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant by EPA set forth in Section VII.

32. Effective upon signature of this Settlement Agreement by a Settling Party, such Settling Party agrees that the time period commencing on the date of its signature and ending on the date EPA receives from such Settling Party the payments required by Section V (Payment of Response Costs) and, if any, Section VI (Failure to Comply with Settlement Agreement) shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the "matters addressed" as defined in Paragraph 29, and that, in any action brought by the United States related to the "matters addressed," such Settling Party will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If EPA gives notice to Settling Parties that it will not make this Settlement Agreement effective, the statute of limitations shall begin to run again commencing 90 days after the date such notice is sent by EPA.

XI. RETENTION OF RECORDS

33. Until ten years after the Effective Date or until the deaths of Settling Parties, whichever is sooner, each Settling Party shall preserve and retain all non-identical copies of records, reports, or information (hereinafter referred to as "Records") (including records in electronic form) now in its possession or control, or that come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

34. After the conclusion of the ten-year document retention period in the preceding Paragraph or upon the deaths of the Settling Parties, Settling Parties or their estates, as the case may be, shall notify EPA at least 90 days prior to the destruction of any such Records and, upon request

by EPA, Settling Parties shall deliver any such Records to EPA. Settling Parties may assert that certain Records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Parties assert such a privilege, they shall provide EPA with the following: (1) the title of the Record; (2) the date of the Record; (3) the name, title, affiliation (e.g., company or firm), and address of the author of the Record; (4) the name and title of each addressee and recipient; (5) a description of the subject of the Record; and (6) the privilege asserted. If a claim of privilege applies only to a portion of a Record, the Record shall be provided to EPA in redacted form to mask the privileged information only. Settling Parties shall retain all Records that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Parties' favor. However, no Records created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged or confidential.

35. Each Settling Party certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since the earlier of notification of potential liability by the United States or the State of New Jersey or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XII. NOTICES AND SUBMISSIONS

36. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified in this Section shall constitute complete satisfaction of any written notice requirement of this Settlement Agreement with respect to EPA and Settling Parties.

As to EPA:

Bonnie Hriczko
On-Scene Coordinator/Enforcement Specialist
Removal Action Branch
Emergency and Remedial Response Division
United States Environmental Protection Agency
Region 2
2890 Woodbridge Avenue
Edison, New Jersey 08837
hriczko.bonnie@epa.gov

and

Gerard Burke
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 2
290 Broadway - 17th Floor
New York, NY 10007-1866
burke.gerard@epa.gov

As to Settling Parties:

Mark S. Rothman, Esq.
Robbins & Robbins, LLP
568 Amboy Avenue
Woodbridge, New Jersey 07095

XIII. INTEGRATION/APPENDIX

37. This Settlement Agreement and its appendix constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendix is attached to and incorporated into this Settlement Agreement: "Appendix A" is a list of the seven properties owned jointly and/or individually by the Settling Parties that are to be sold in order to satisfy the Settling Parties' obligations under Paragraph 11b. of this Settlement Agreement.

XIV. PUBLIC COMMENT

38. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(I) of CERCLA, 42 U.S.C. § 9622(I). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

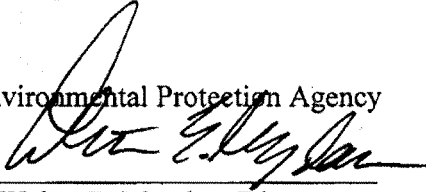
XV. EFFECTIVE DATE

39. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 38 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

IT IS SO AGREED:

U.S. Environmental Protection Agency

By:


Walter E. Mugdan, Director
Emergency and Remedial Response Division
Region 2

1/29/2013
Date

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of CERCLA Docket No. 02-2013-2004, relating to the 1244 White Drive Site located at 1244 White Drive in North Brunswick, Middlesex County, New Jersey:

FOR SETTLING PARTY: Rusony ("Stephen") Shiau

By: _____

Allen Chou, Guardian
41 Runyon Avenue
Edison, New Jersey 08817

1/14/13
Date

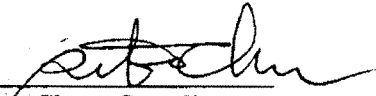
By: _____

Peter Chou, Guardian
41 Runyon Avenue
Edison, New Jersey 08817

1/14/13
Date

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of CERCLA Docket No. 02-2013-2004, relating to the 1244 White Drive Site located at 1244 White Drive in North Brunswick, Middlesex County, New Jersey:

FOR SETTLING PARTY: Katrina ("Kathy") Shiau

By:  1/4/13
Peter Chou, Guardian Date
41 Runyon Avenue
Edison, New Jersey 08817

APPENDIX A

Properties Owned by Stephen Shiau and/or Kathy Shiau

1. 1244 White Drive (Block 30, Lot 24)
North Brunswick, New Jersey 08902
2. 38 Plainfield Avenue (Block 242, Lot 23)
Edison, New Jersey 08817
3. 113 Home Street (Block 183, Lot 87)
Somerset, New Jersey 08873
4. 1359 Thomas Avenue (Block 4, Lot 18.16)
North Brunswick, NJ 08902
5. 313 Market Street (Block 66, Lot 2)
Perth Amboy, New Jersey 08861
6. 3858 US Route 1 North (Block 86.03, Lot 22.02)
South Brunswick, New Jersey 08852
7. 456-458 Stevenson Place (Block 184, Lot 29)
Perth Amboy, New Jersey 08861